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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

PATRICK AND HEATHER HADA,

Plaintiffs,

v.

GMAC MORTGAGE LLC, a foreign
company, MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a
foreign corporation, NORTHWEST
TRUSTEE SERVICES, INC., a foreign
corporation,

Defendants.

Case No. 11-CV-1150-MO

DEFENDANT NORTHWEST
TRUSTEE SERVICES, INC.'S
ANSWER & AFFIRMATIVE
DEFENSES

For its Answer to Plaintiffs' Complaint, Defendant Northwest Trustee
Services, Inc. ("NWTS") admits, denies and alleges as follows:

1. Answering paragraph 1, NWTS is without knowledge or information
sufficient to form a belief as to the truth of the allegations and therefore denies on that
basis. Any legal conclusions require no response from NWTS.

2 Answering paragraph 2, NWTS is without knowledge or information
sufficient to form a belief as to the truth of the allegations and therefore denies on that

DEFENDANT NORTHWEST TRUSTEE SERVICES, INC.'S
ANSWER & AFFIRMATIVE DEFENSES - PAGE 1

basis. Any legal conclusions require no response from NWTs.

3. Answering paragraph 3, NWTs admits that it serves as the successor trustee under various trust deeds in Oregon, but otherwise lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations and therefore denies on that basis.

4. Answering paragraph 4, NWTs is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies on that basis.

5. Answering paragraph 5, NWTs is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies on that basis.

6. Answering paragraph 6, NWTs is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies on that basis.

7. Answering paragraph 7, NWTs admits.

8. Answering paragraph 8, NWTs admits only that the publicly recorded Deed of Trust referenced therein speaks for itself; NWTs is otherwise without knowledge or information sufficient to form a belief as to the truth of any remaining allegations and therefore denies such other allegations on that basis.

9. Answering paragraph 9, NWTs is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies on that basis.

10. Answering paragraph 10, NWTs is without knowledge or information

sufficient to form a belief as to the truth of the allegations and therefore denies on that basis.

11. Answering paragraph 11, NWTS admits only that the publicly recorded documents speaks for themselves; NWTS is otherwise without knowledge or information sufficient to form a belief as to the truth of any remaining allegations and therefore denies such other allegations on that basis.

12. Answering paragraph 12, NWTS admits only that the publicly recorded documents speaks for themselves; NWTS is otherwise without knowledge or information sufficient to form a belief as to the truth of any remaining allegations and therefore denies such other allegations on that basis.

13. Answering paragraph 13, NWTS admits only that the publicly recorded documents speaks for themselves; NWTS is otherwise without knowledge or information sufficient to form a belief as to the truth of any remaining allegations and therefore denies such other allegations on that basis.

14. Answering paragraph 14 and all of its subparts, NWTS is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies on that basis. The legal conclusions require no response from NWTS.

15. Answering paragraph 15, NWTS is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies on that basis..

16. Answering paragraph 16, NWTS reincorporates its respective responses to the paragraphs referenced therein.

17. Answering paragraph 17, NWTS is without knowledge or information

sufficient to form a belief as to the truth of the allegations and therefore denies on that basis..

18. Answering paragraph 18, NWTs is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies on that basis.

19. Answering paragraph 19, NWTs is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies on that basis.

20. Answering paragraph 20, NWTs is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies on that basis.

21. Answering paragraph 21, NWTs is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies on that basis.

22. Answering paragraph 22, NWTs is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies on that basis.

23. Answering paragraph 23, NWTs is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies on that basis.

24. Answering paragraph 24, NWTs reincorporates its respective responses to the paragraphs referenced therein.

25. Answering paragraph 25 and all of its subparts, NWTs denies.

26. Answering paragraph 26, NWTs denies.
27. Answering paragraph 27, NWTs reincorporates its respective responses to the paragraphs referenced therein.
28. Answering paragraph 28, NWTs is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies on that basis.
29. Answering paragraph 29, NWTs is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies on that basis.
30. Answering paragraph 30, NWTs is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies on that basis.
31. Answering paragraph 31, NWTs is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies on that basis.
32. Answering paragraph 32, NWTs reincorporates its respective responses to the paragraphs referenced therein.
33. Answering paragraph 33, NWTs denies.
34. Answering paragraph 34 and all of its subparts, NWTs denies.
35. Answering paragraph 35, NWTs denies.
36. Answering paragraph 36, NWTs reincorporates its respective responses to the paragraphs referenced therein.
37. Answering paragraph 37 and all of its subparts, NWTs denies.

38. Answering paragraph 38, NWTs denies.

39. Answering paragraph 39, NWTs reincorporates its respective responses to the paragraphs referenced therein.

40. Answering paragraph 40 and all of its subparts, NWTs denies.

41. Answering paragraph 41, NWTs denies.

42. Except as specifically admitted herein, NWTs denies any remaining allegations in Plaintiffs' Complaint, including without limitation, Plaintiffs' prayer for relief.

FURTHER ANSWERING and by way of AFFIRMATIVE DEFENSES, NWTs alleges as follows:

43. Plaintiffs have failed to state a claim for relief.

44. Plaintiffs' damages, if any, are caused by the acts or omissions of parties other than NWTs, and NWTs places the liability of those parties at issue for the purposes of determining comparative fault.

45. NWTs acted in good faith without intention to harm or injure Plaintiff.

46. NWTs, to the extent applicable, had a privilege to effect non-legal process to foreclose the deed of trust.

47. No special relationship exists between Plaintiff and NWTs, nor does NWTs owe Plaintiff a duty outside of any requirement under the Oregon Trust Deed Act or any applicable terms under the deed of trust.

48. Plaintiffs have failed to mitigate their damages.

49. Plaintiffs' claims are barred by the doctrine of estoppel.

50. Plaintiffs' claims against NWTs are barred by the applicable statutes of limitations.

51. Plaintiffs have unclean hands.

52. Plaintiffs' claims are barred or limited, in whole or in part, by their binding, voluntary agreements to the terms and conditions of the subject mortgage loan.

53. Plaintiffs' claims are barred or limited, in whole or in part, because she bargained for and accepted the benefits of the transaction at issue.

54. Plaintiffs' claims are barred or limited, in whole or in part, by the terms of their mortgage contract, or by the facts that were disclosed in that contract or orally or in writing prior to or at the time of the contract.

55. Plaintiffs' claims are barred or limited, in whole or in part, because they have suffered no harm, injury, or prejudice.

56. Some or all of the Plaintiffs' allegations should be stricken under Rule 12(f) as impertinent and/or immaterial to her claims, and/or improper legal conclusions.

57. Plaintiff's claims are barred or limited, in whole or in part, by their failure to contest that they are in default.

58. Plaintiffs' claims are barred or limited, in whole or in part, by their failure to tender the amount due and owing on her loan.

59. The court lacks subject matter jurisdiction over Plaintiffs' claims against NWTS.

The above affirmative defenses are asserted without assuming any burdens of proof to the extent such defenses constitute prima facie elements of Plaintiffs' claims.

RESERVATION OF RIGHTS TO AMEND

60. The above affirmative defenses are based on the facts currently known to NWTS. NWTS reserves the right to amend or add claims or defenses based on facts later discovered, pled or offered.

PRAYER FOR RELIEF

61. WHEREFORE, having fully answered Plaintiffs' Complaint, Defendant NWTS prays for relief as follows:

- a. That Plaintiffs' Complaint be dismissed as against NWTS, and that Plaintiffs take nothing by way of their prayer for relief;
- b. That the court grant leave freely to amend NWTS's pleadings; and,
- c. That the court grant such other and further relief as the court may deem just.

DATED this 23rd day of October, 2011.

ROUTH CRABTREE OLSEN, P.C.

By: /s/ John Thomas

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CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing Defendant Northwest Trustee Services, Inc.'s Answer and Affirmative Defenses upon the following parties on this 23rd day of October, 2011.

VIA ECF SYSTEM

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Of Attorneys for Defendants GMAC Mortgage, LLC and Mortgage Electronic
Registration Systems, Inc.

Dated: October 23, 2011.

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